

<b>Policy and Procedure</b>			
Policy Name:	Out-of-Network General and Specialty Care Referrals	Policy ID:	CL.003.03
Approved By:	Dental Director	Effective Date:	12/13/2013
States:	California	Revision Date:	
Application:	Commercial DHMO		

This policy applies to Access Dental Plan.

### **Purpose**

To ensure reasonable and timely access to routine and specialty dental care in counties where there are limited or no contracted general and specialty providers; and, to ensure Members receive the same benefits and are entitled to the same patient rights, when receiving approved out-of-network services.

### **Policy**

This policy applies to Access Dental Members residing in the following counties: *Alpine, Calaveras, Del Norte, Humboldt, Imperial, Inyo, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Napa, Plumas, Sierra, Siskiyou, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.*

### **Procedure**

1. **Access Dental** allows the performance of routine and specialized dental services by non-contracted providers, as long as the services receive Prior Authorization from Access Dental, are dentally necessary, and are covered benefits.
  - a. Emergency Services do not require Prior- Authorization.
2. When Access Dental receives a referral, a Prior-Authorization request, or other means of communication, requesting general or specialty dental care in an area where there are limited or no providers to perform the requested services, Access Dental will timely process the request and will seek a non- contracted provider to perform the requested service.
  - a. Routine Referrals
    - i. Routine Referrals are processed in a timely manner appropriate for the Member's condition, not to exceed five (5) business days from the receipt of the request.
  - b. Emergency/Urgent Referrals
    - i. Emergency/Urgent referrals are processed in a timely manner appropriate for the Member's condition, not to exceed twenty-four (24) hours from the receipt of the request.
3. Payment arrangements are coordinated between Access Dental and the non-contracted provider..
  - a. **Access Dental** will pay the non-contracted provider their usual and customary rate or a negotiated rate for all services covered under the Member's benefit plan, minus the applicable co-payment or cost-sharing amount.
4. **Access Dental** will ensure that Members who receive authorized, covered services from a non-contracted provider, are **only** responsible for their applicable co-payment or cost-sharing for the service provided.
  - a. Members are notified through their Evidence of Coverage that Access Dental will pay non-contracted providers any amounts due that are in excess of the applicable co-payment or cost-sharing amount.
  - b. In the event the member receives a non-covered benefit, the Member will be responsible for the non-contracting provider's charges for those services.
5. **Access Dental** will ensure Members are not balance-billed for approved, out-of-network, dentally necessary services that are a covered benefit.

- a. **Access Dental** will ensure through provider communications that providers are made aware of the prohibition against balance-billing Members.

## 6. **Member Rights**

- a. **Access Dental** Members receiving approved out-of-network services are entitled to the same benefits and covered services as if the services were received from an in-network DHMO provider.
- b. Members receiving out-of-network services have access to the same grievance, appeals and quality assurance processes, procedures and standards that apply to services received in-network.
- c. **Access Dental** will review all cases in which services by a non-contracted provider were rendered to determine whether a quality of care issue is present or if there is inadequate access to care. When appropriate, corrective action will be implemented to remedy any quality of care or access to care concerns.

## 7. **Timely Access Standards**

- a. **Access Dental's** approved timely access appointment standards will apply to out-of-network referrals.
  - 1. Appointment Scheduling Standards:
    - a. Routine Appointments: Initial/Routine appointments will not exceed four (4) weeks from the date of the appointment request.
    - b. Specialty Appointments: Initial specialty appointments will not exceed thirty (30) days from the date of the request.
    - c. Emergency Care: Routine or Specialty emergency care appointments will be provided within twenty-four (24) hours from the time of the appointment request.
    - d. Urgent Care: Urgent care appointments will be offered within seventy-two (72) hours from the time of the appointment request.

## 8. **Ongoing Recruitment Efforts**

- a. The Provider Relations Department will continue its provider recruitment efforts in counties where there are limited or no general and/or specialty providers.
  - i. The Provider Relations Department will attempt to identify providers in areas where there are limited or no general and/or specialty providers by continuously evaluating and assessing network growth.
  - ii. When new providers are identified, the Provider Relations Department will initiate contact through mailings and/or by scheduling an appointment with the provider.
  - iii. If newly identified providers are not willing or unable to join the network when contacted, Access Dental will conduct follow-up activities to assess provider interest and ability to enroll in the network.
- b. **Reporting Requirements**
  - i. The results of ongoing recruitment efforts will be reported quarterly to the Quality Management Committee.
  - ii. The results of ongoing recruitment efforts and any increases in contracted provider counts will be reported annually to the Department of Managed Health Care in the required format.

## ***Revision History***

Date:	Description
12/2013	Original Policy Created.